

7-1-2007

SETTLEMENT AGREEMENT

Wherefore plaintiff Albert Patterson has filed a Rule to Show Cause against Dale Gagner, and whereas the parties have agreed to resolve the dispute, Plaintiff Albert Patterson and defendant Dale R. Gagner hereby agree as follows:

I. The prior injunctions and court orders issued by the Court by and between the parties shall remain in full force and effect.

II. Dale Gagner shall pay Albert Patterson and/or Patterson's attorney Charles Drake Bourwell the sum of \$1,500 on or before March 31, 2007. Patterson acknowledges that Gagner has already paid \$500 of this amount such that \$1,000 remains to be paid.

III. Whereas Patterson and Gagner previously entered into an agreement entitled "Operations Manager License Agreement" on June 29, 2001, (a copy of which is attached hereto and incorporated herein by reference) and whereas said agreement terminated on June 29, 2002, and whereas the parties desire to reinstate said agreement effective February 21, 2007 with the following amendments:

1. The following language shall be added at the end of paragraph 1. "Gagner agrees to submit all uses of Patterson's marks under this license agreement to Patterson for Patterson's approval."

2. The royalty percentage stated in paragraph 2 of said agreement shall be three percent (3%) instead of seven percent (7%) wherever seven percent (7%) shall appear therein.

3. The following language shall be added at the end of paragraph 3. The jurisdiction for the agreement shall be the United States of America, Puerto Rico, Canada, Mexico, the Virgin Island, and Jamaica. Gagner agrees to use Patterson's marks a minimum of _____ events per year, provided that if Gagner shall no longer be involved with professional wrestling events, whatsoever, this minimum requirement shall be waived for the period of noninvolvement.

4. The period of the reinstated license agreement stated in paragraph 5 shall be five years instead of one year and shall run beginning from the date of reinstatement, February 21, 2007.

5. The following language shall be added to paragraph 13. Dale Gagner consents to personal jurisdiction in Cook County, Illinois for purposes of enforcement of this agreement.

IV. If Gagner complies with the terms of the license agreement described in part III hereof, then all claims by Patterson against Dale Gagner prior to February 21, 2007 shall be settled and resolved without further payment by Gagner to Patterson.

WHEREFORE THE PARTIES HAVE EXECUTED THIS SETTLEMENT AGREEMENT AS FOLLOWS:

APR 28 2007 10:14AM PL

FRX NO. :

Exhibit 2

4/24/07 Albert P. Patterson
Date Albert Patterson d/b/a World Wrestling Association Superstar of Wrestling

NOTARY PUBLIC
04/07 [Signature]
Date Date Gagner

NOTARY PUBLIC

Bernadette Sims 4/09/07



UNITED STATES DISTRICT COURT

MAY 31 2001

EASTERN District of WISCONSIN

AT O'CLOCK
SOFRON B. NEDILSKYCopy mailed to attorneys for
parties by the Clerk pursuant
to Rule 77(d) Federal Rules of
Civil Procedure.ALBERT PATTERSON d/b/a
WORLD WRESTLING ASSOCIATION,
SUPERSTARS OF WRESTLING, INC.

JUDGMENT IN A CIVIL CASE

v.

CASE NUMBER: 00-C-951

DALE R. GAGNER d/b/a
Superstars of Wrestling, individually
and AWA SUPER STARS OF
WRESTLING, INC.

[] Jury Verdict. This action came before the Court for a trial by jury. The issues have been tried and the jury has rendered its verdict.

[X] Decision by Court. This action brought by Plaintiff Albert Patterson d/b/a World Wrestling Association, Superstars of Wrestling, Inc. against Defendants Dale R. Gagner d/b/a Superstars of Wrestling and AWA Super Stars of Wrestling, Inc. came before the court, the Honorable Thomas J. Curran, District Judge, presiding, and the parties having agreed to settle all claims.

IT IS ORDERED AND ADJUDGED THAT:

each of the Defendants Dale R. Gagner d/b/a Superstars of Wrestling, individually, and AWA Superstars of Wrestling, Inc. and its affiliates, successors and assigns and any business in which Dale Gagner owns a 50% or more interest, are enjoined from using any of the marks WORLD WRESTLING ASSOCIATION, SUPERSTAR WRESTLING, SUPERSTARS WRESTLING, SUPERSTARS OF WRESTLING, WWA SUPERSTAR WRESTLING, WWA SUPERSTARS WRESTLING, WWA SUPERSTARS OF WRESTLING, WWA SUPERSTARS OF PRO WRESTLING or any other mark, word or name similar to Plaintiff's marks which are likely to cause confusion anywhere in the United States of America.

Further that Dale Gagner is enjoined from directly or indirectly receiving any remuneration whatsoever from any event that uses Plaintiff's service Marks as above identified; unless said event shall have a written license agreement to use said Marks from the Plaintiff, his heirs or assigns.

IT IS FURTHER ORDERED AND ADJUDGED

that this action is dismissed with prejudice.

Dated: May 31, 2001

SOFRON B. NEDILSKY, Clerk

Exhibit #3

B. G. L. (By) Deputy Clerk

I hereby certify that this is a
true and correct copy of the original now
remaining of record in my office.
SOFRON B. NEDILSKY, ClerkDATED
6/14/01
By [Signature]
Deputy

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